

EXPERT WITNESS REPORT of Dr David A BLACK (12 July 2005)

CONFIDENTIAL

Continuation of Statement of: Faith Dawn MALCOLM

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The letter refers to the enclosed Confidentiality Agreement between Goldshield and Kent dated 14 November 1996 and duly signed by Kirti Patel and Denis O'Neill.

I recognise the name Kent Pharmaceuticals but do not recall the names Paul Chaplin or Denis O'Neill.

I furthermore do not know of Goldshield and Kent ever entering into any agreement for the manufacture, supply or procurement of Warfarin, Marevan or any other products.

During January 1996 and December 2000, I was responsible for the general administration of confidentiality agreements between Goldshield and third parties arising out of Kirti Patel's department only.

If I was unsure about the text of any particular confidentiality agreements, I would have Joe Farley, the Company secretary, who set-up, amended or reviewed such documents, approve it for me.

My understanding based on the administrative duties carried out for Kirti Patel is that a confidentiality agreement can be entered into before sensitive or confidential material is exchanged with any third party, so as to protect the information shared between them.

Signature

Code A

Doc No

14/10/04

Signature Witnessed by:

Code A

Report commences with CONCLUSIONS – will come back to us later

Chronological Case Abstract:

- **Para 5.13:** NOT CORRECT he was not demented?? Where did this idea come from by and in what form was it displayed???
- **Para 5.18:** Expressed a wish to die. **To whom ???** (should family have been informed??)
- **Para 5.20:** What does 'I am happy for staff to confirm death' upon admission suggest to you when patient admitted for **treatment** of an ulcer??
- **Para 5.22:** How long would you expect a **double** dose of Oramorph to take effect?, result?, and how long would it last? (administered at 2015)
- **Para 5.22:** Do you still think it was appropriate to commence diamorphine using a syringe-driver **less than three hours later?** (commenced at 2310)
- **Para 5.22** NOT CORRECT to say son was informed about the syringe-driver. This was discovered on first visit (23 Sep) – hence my anger and abusive behaviour, for which my wife apologised
- **Para 6.7:** Should read 1997 (not 1987)
- **Para 6.8:** NOT CORRECT to say his multiple moves were due to dissatisfaction with the care he was receiving, it was because **he believed them to be haunted** (drug-induced hallucinations)
- **Para 6.13:** NOT CORRECT to say he suffered mental impairment. He was always perfectly normal and in full control of his faculties, including 21 Sep when visited by CRSF¹
- **Para 6.14** Suggests that his bad temper and general behaviour were related to the drugs he was taking. Possibly true to some extent, but mostly his Colonial background and attitude had some bearing (always the centre of attention and demanding – it was his manner). Strong nursing is what was needed not sedation.
- **Para 6.20:** Where was his wish to die recorded. Why was family not informed???
- **Para 6.23:** MISSES THE POINT.
 - (a) Barton also wrote **I am happy for staff to confirm death**.
 - (b) He was **never** given the Oramorph as prescribed in his Care Plan
- **Para 6.24:** Where and by who????
- **Para 6.25:** Who decided, and was this necessary after a double dose of Oramorph less than three hours before????
- **Para 6.27-30:** Correctly alludes to unjustifiable increases in the dosages

I was shown a document described as File number F53250 exhibit
RS/305.

FILE 53250

This is a letter from Joe Farley at Pharmaccord to Ajit Patel, dated 6th
January, 1997.

Joe Farley was Goldshield's company secretary during the time I was
asked to prepare confidentiality agreements. I believe he was
independently employed through his company called Pharmaccord.
Joe Farley reviewed some contractual agreements entered into by
Goldshield.

My involvement with contracts, other than confidentiality agreements,
was merely secretarial for example sending, receiving and filing of such
documents. I furthermore did not have any involvement with the content
of or negotiation surrounding any contractual agreements.

I was shown a document described as File number F5476 exhibit
RS/3038.

FILE 5476

This document is a copy letter I typed on behalf of Kirti Patel to Bob
Richards at Regent and is dated 18 November 1996.

My handwriting appears on the top right hand corner of the document.

Signature

Code A

Doc No

Signature Witnessed by:

Code A

14/12/96

What knowledge do you have of the earlier expert assessments done by Dr Munday and Profs Ford and Forrest??

SUMMING-UP

Your expert evidence has been based on FOUR incorrect statements by police witnesses and overlooks THREE critical factors:

1. *Contrary to being demented, ADBC was sharp, educated and had a good memory (however sometimes repetitive in his statements)*
2. *Son was never informed that a syringe-driver was to be used –he discovered it on 23 September*
3. *Multiple moves of Care Home were not due to dissatisfaction with standard of care (haunted)*
4. *He did not suffer from any form of mental impairment*
5. *Overlooks that treatment was not iaw his Care Plan, that he was given terminal treatment from the first day of admission and Barton's written statement that "She was happy for staff to confirm death"*
6. *Fails to recognise that the 'chesty' condition reported on 23 Sep was most probably due to respiratory depression (shallow breathing) with a consequent inability to clear the passages caused by the diamorphine. Prof Ford makes a big issue of this.*

Does any of this have a bearing on your conclusions????????????/

If Yes

Were you given sight of them?

Were you able to discuss their content with the authors?

Why no mention of INDUCED respiratory depression caused by opiates

Why different conclusion?

If No

In 2001, by Prof Ford and Dr Mundy – influenced only by Lord and Barton's reports (only)

Summary by:FORD

1. Dr Lord visited ADBC on 24 Sep – WHEN??? She must have known I was there, but never informed
2. Nursing notes mention he was agitated on evening of 21 Sep, no investigation into cause, and NOTHING ABOUT PAIN
3. FAILURE to consider deterioration and respiratory symptoms due to INDUCED respiratory depression caused by opiates
4. CONFLICT between Lord's WRITTEN care plan for curative care and oral morphine and Barton prescribing subcutaneous infusion later on same day and writing 'HAPPY FOR STAFF TO CONFIRM DEATH'

Continuation of Statement of: Tom TAVENER

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effectively signs to confirm that the batch has been made correctly and in accordance with the master BMR.

8. The product licences, amongst other things, also have an outline of the manufacturing methods which have to be adhered to in the manufacture of that product although I believe not in as much detail as the BMR.

Account Manager Role

9. I have been asked about my role as Account Manager with Medevale which commenced in mid 1995 and lasted until September 1999.
10. In this role I was responsible for looking after all Medevale's existing customers. Of these customers the two largest that I dealt with were Norton and Goldshield.
11. Medevale had about 30 or so customers at that time with a turnover of between £3.5 and £4 million in total. Norton and Goldshield accounted for about £1 million each of this turnover.

Norton

12. The company manufactured and sold about 30 different products to Norton including generic warfarin. I have been asked how significant to Medevale the contract manufacture of warfarin for Norton was. I

Signature

Code A

Signature Witnessed by:

Code A